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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
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ROYAL & SUN ALLIANCE INSURANCE PLC,	:	ECF CASE
as subrogee of Simply Amazing, LLC.	:	
	:	
Plaintiff,	:	14 Civ. 10196
	:	
- against –	:	COMPLAINT
	:	
ALL-WAYS FORWARDING INT’L, INC.,	:	
	:	
Defendant.	:	

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Plaintiff, through its undersigned attorney, alleges as follows for its complaint against the defendant:

1. This action involves admiralty or maritime claims within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and is within the admiralty and maritime jurisdiction of this Honorable Court. This action also falls within the Court's federal question, pendent, ancillary, and supplemental jurisdiction.

2. Plaintiff seeks recovery for nondelivery, shortage, and loss to a shipment of 2,150 cartons of toys (hereinafter “the Shipment”) caused by defendant's breaches of contract and torts. The Shipment is further described in the annexed Schedule A, which is incorporated herein by reference and which provides *inter alia* the bill of lading number and the carrier-provided container number.

3. Venue is proper as defendant's bill of lading includes a Southern District of New York forum selection clause and states that New York was the intended port of discharge and place of delivery for the Shipment.

4. Plaintiff Royal & Sun Alliance Insurance PLC ("RSA" or "plaintiff") was at all material times, and presently is, a corporation organized and existing under the laws of England with its principal place of business in England and sues herein as subrogated insurer of the Shipment, having paid the insurance claim of Simply Amazing LLC ("Simply Amazing") for the claimed nondelivery, shortage, and loss which gives rise to this action.

5. Plaintiff's subrogor, Simply Amazing, was at all material times the consignee, purchaser and owner of the Shipment and the holder of the subject bill of lading, and a Merchant as defined therein.

6. Simply Amazing, who was the entity which sustained the loss arising from the claimed nondelivery, shortage, and loss to the Shipment, executed a subrogation receipt stating *inter alia* that RSA is subrogated to the rights of recovery on account of the nondelivery, shortage and loss of the Shipment.

7. Upon information and belief defendant All-Ways Forwarding Int'l Inc. ("All-Ways" or "defendant") is a New Jersey corporation with its principal place of business at Elizabeth, New Jersey, and was at all material times a non-vessel operating common carrier and is the principal on an Ocean Transportation Intermediary Bond on file with the Federal Maritime Commission.¹

¹ According to records of the State of New Jersey Division of Revenue, All-Ways also does business under the alternate name All-Ways Pacific.

8. In December 2013 All-Ways contracted to carry the Shipment from the place of receipt at or near Yantian, China, to the intended place of delivery at New York.

9. On or about December 30, 2013 the Shipment was delivered into the care, custody and control of defendant All-Ways at or near Yantian, China.

10. The Shipment was in good order and condition at the time of receipt by All-Ways, and entities acting on its behalf, at or near Yantian.

11. All-Ways, and/or entities acting on its behalf, provided container KLFU1961827 for the Shipment and designated the M/V “SUEZ CANAL BRIDGE” to carry the Shipment from Yantian to New York.

12. All-Ways Ocean Bill of Lading SZSE1312149 dated December 30, 2014 was issued for the Shipment and it identifies All-Ways as the Carrier.

13. All-Ways failed to deliver the Shipment at the intended discharge port and no subsequent delivery of the Shipment has been tendered.

14. According to All-Ways during the ocean carriage aboard the M/V “SUEZ CANAL BRIDGE” the Shipment was lost overboard.

15. The aforesaid nondelivery, shortage and loss of the Shipment was caused by (a) All-Ways’ breaches and violations of its nondelegable duties as a common carrier of cargo for hire; (b) the reckless failure to properly load, secure, stow, lash, carry, care for, discharge and deliver the subject cargo; (c) the unseaworthiness of the carrying vessel and container; and (d) by other circumstances for which defendant is liable to plaintiff under the applicable statutory law, including the Carriage of Goods by Sea Act, 46 U.S.C. § 30701 note, the general maritime law and the governing carriage contracts.

16. As a proximate result of the foregoing, plaintiff and those on whose behalf it sues, has sustained damages in the amount of \$73,631.00 based on the fair market value of the Shipment at the intended destination.

17. Plaintiff sues on its own behalf and as agent and trustee for and on behalf of anyone else who may now have or hereafter acquire an interest in this action and also seeks recovery of its insured deductible interest herein.

WHEREFORE, plaintiff respectfully prays:

A. That process in due form of law issue against defendant All-Ways Forwarding Int'l Inc. citing it to appear and answer all and singular the aforesaid matters;

B. That judgment be entered against All-Ways Forwarding Int'l Inc. in the amount of \$73,631.00, together with incidental expenses, plus prejudgment interest at the rate of 9% per annum from the date of the intended delivery of the Shipment;

C. That plaintiff be afforded such other and further relief as warranted by justice, including an award of reasonable attorneys fees and all costs incurred in the prosecution of this action.

D. That the Court award such other and further relief to plaintiff as warranted by justice.

Dated: New York, New York
December 30, 2014

Law Office
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s/David L. Mazaroli

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SCHEDULE A

Shipper:	Hasbro International Trading B.V.
Intended Consignee:	Simply Amazing LLC
Vessel and Voyage :	M/V "SUEZ CANAL BRIDGE" Voy. 060A
Container:	KLFU1961827
Place of Receipt:	Yantian, China
Port of Loading:	Yantian, China
Port of Discharge:	New York (intended, but not discharged)
Bill of Lading:	All-Ways Forwarding Int'l Inc. B/L SZSE1312149 dated on or about December 30, 2013.
All-Ways Claim Ref.:	724381
FMC Bond No.	8821688
Nature of Cargo:	Toys in 2,150 cartons
Claim Amount:	\$73,631.00